IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 29.03.2022

Pronounced on : 31.03.2022

Coram:

THE HONOURABLE DR. JUSTICE G. JAYACHANDRAN

Crl.O.P.No.5950 of 2022

R.Ganesan(a) Rama Ganesan ... Petitioner

/versus/

State:Rep by Inspector of Police,
Inspector of Police,
Central Crime Branch,
Vepery, Chennai-7.
(Crime No.32/2022) ... Respondent

Criminal Original Petition has been filed under Section 438 of Cr.P.C., to grant anticipatory bail to the petitioner/accused in Crime No.32/2022 on the file and pending investigation before the respondent police.

For Petitioner : Mr.T.I.Ramanathan

For Intervenor : Mr.K.M.Balaji

For Respondent : Mrs.S.Santhosh
Government Advocate (Crl.Side)

ORDER

The petitioner, who apprehends arrest at the hands of the respondent police for the alleged offences punishable under Sections 465, 467, 468, 471, 420, 560(i) of IPC in Crime No.32 of 2022 on the file of the respondent police, seeks bail.

2.This petition for anticipatory bail is filed apprehending arrest on the complaint given by one Suresh against the petitioner alleging that the petitioner claiming himself as a close associate of Mr.V.N.Ravi, Ex. M.L.A, and power agent of one Thallaram of Sowcarpet, promised to arrange the purchase of the land measuring to an extent of 6.63 hectares at Semmanacherry and over the original document of a land. On different dates the petitioner received a total sum of Rs.1,20,00,000/-. Later, the defacto complainant came to know that the property offered for sale by the petitioner is not his property or of Thallaram. Neither the petitioner nor the said Thallaram has any right to sell the property. Also, the documents given were also forged and bogus. When he claimed back his money, after knowing that the petitioner has received money from him fraudulently and by misrepresentation, the petitioner threatened him with dire consequence to his life. The respondent has registered the complaint in Crime No.32 of 2022 on 09/02/2022 under Sections 465, 467, 468, 471, 420, 506(i) of IPC.

3.The learned counsel appearing for the petitioner submitted that the petitioner is a land broker. The defacto complainant approached him to negotiate the transaction of the land at Urapakkam in S.No.166/1 measuring to an extent of 1.57 acres, S.No.166/2 measuring to an extent of 0.62 cents and S.No.167/1 measuring to an extent of 2.43 acres, totally 4.62 acres. He agreed to mediate the transaction of the subject property and entered into Memoradum of Agreement during the month of September 2017. Title documents were handed over to the defacto complainant. The sale price for the property was fixed at Rs.37 crores and advance of Rs.70 lakhs was received. The time for completion of contract was 45 days. The defacto complainant failed to complete the contract and did not pay the balance amount. Hence, suit for mandatory injunction to hand over the title deeds and other documents given at the time of MoU, after receiving the advance money of Rs.70 lakhs was filed before the City Civil Court, Chennai in O.S.No.2471/2021 against the defacto complainant and his wife. The defacto complainant has filed his written statement and the said suit is pending. This complaint with false allegations was filed to arm twist the petitioner.

4.The learned Government Advocate (Crl.Side) submitted that, the petitioner and his associate Thallaram are habitual offenders involved in creating fake and false documents of the properties held by landlords living Abroad. They, after identifying properties of landlord absentia, used to create false documents, as if the land owner has executed Power of Attorney in favour of some and the said Power of Attorney was registered by impersonation with the connivance of officials in Registrar office. Thereafter, using fake documents, they used to fetch prospective buyers and get huge advance. When the buyer come to know about the fraud, they used to threaten them. So far more than three of such cases have been come to light and under investigation. Already this petitioner was arrested in a similar case pertaining to Urappakam property, which in fact is the subject matter of the pending suit. In so far as the present case is concerned, the properties in Semmancherry was promised to be sold to the defacto complainant and money received on 19/02/2019. The petitioner, who claims himself as a land broker, has admittedly received Rs.1.20

crores from the defacto complainant towards part sale consideration, posing himself as the power agent of the land owner. The investigation reveals that the petitioner is not authorised to deal with the said property by the real owner of the land. Hence, the custodial interrogation of the petitioner is necessary to bring out the truth in this case.

5.The learned counsel appearing for the defacto complainant as intervenor submitted that the petitioner has deceptively received Rs.1.20 crores from the defacto complainant promising to sell properties at Chemmencherri and Urapakkam. The documents handed over to the defacto complainant were found to be forged and fake. The custodial interrogation of this petitioner is essential to find out the other associates of this petitioner, who were aided him in this crime of forgery and cheating. Hence, the petition for anticipatory bail has to be dismissed.

6.This Court, on perusing the Memorandum of Understanding executed during the month of September 2017, which the learned counsel for the petitioner rely to impress upon this Court that the dispute is purely a civil transaction, finds that the date of execution of this Memorandum of Understanding is left blank. The recital of this document indicates that the petitioner has agreed to arrange for the sale of this property and produce all the original documents, change of patta and fencing the land, after due measurements. Strangely, this Memorandum of Understanding does not disclose the owner of the property. However, the petitioner has received part sale consideration of Rs.70 lakhs. Therefore, the plea of the petitioner that he acted only as Mediator for the sale transaction, appears to be unbelievable, when the real owner is not disclosed in the Memorandum of Understanding and even in the bail petition, he could not say, who is the real owner of the property and under what authority, he entered into the said Memorandum of Understanding and received part sale consideration from the defacto complainant. Just because he has filed a suit against the defacto complainant in respect of some other property, which also bristles with fraud, the petitioner cannot get umbrage from criminal action in this case. Unless the petitioner is taken into custody, it is not possible for the respondent police to unravel these facts. Hence, this petition for anticipatory bail is dismissed.

-sd/-
31/03/2022

This order, on being produced, be punctually observed and carried into execution by all concerned

TRUE COPY

Sub-Assistant Registrar (Statistics/C.S.)
High Court, Madras - 600 104.

TO

1 THE INSPECTOR OF PO
LICE, CENTRAL CRIME BRANCH
VEPERY,CHENNAI -7

2 THE PUBLIC PROSECUTOR
HIGH COURT, MADRAS.

+1 CC to M/S.K.M.BALAJI Advocate on payment of necessary charges
SR.NO.4853

CRL OP.5950/2022

Date :31/03/2022

JPA 31/03/2022